

Montgomery - Tax/Billing

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SCHEDULES FOR MASTER AGREEMENT FOR LICENSED SOFTWARE, HARDWARE AND SERVICES

OCT 3 2002

The attached Schedules Numbered IN2002.054.02 are made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2002.054 between Manatron, Inc. and the undersigned Customer (the "Agreement").

NELDA HESTER
AUDITOR MONTGOMERY COUN

By and Between	And
MANATRON, INC. 510 E. Milham Avenue Portage, Michigan 49002 ("Manatron")	Customer's Legal Name ("Customer"): MONTGOMERY COUNTY 100 East Main Street Crawfordsville, Indiana 47933
Attention: <u>Vicky Mergen, Contract Administration</u> Telephone No.: <u>(800) 666-5600 x 197</u> Fax No.: <u>(269) 567-2930</u> E-mail Address: <u>vicky.mergen@manatron.com</u>	Attention: <u>Ken Coudret for the County Commissioners</u> Telephone No.: <u>(765) 364-6400 - County Auditor</u> Fax No.: <u>(765) 364-6404 - County Auditor</u> E-mail Address: <u>N/A</u>

The parties have executed these Schedules as of the dates set forth below their respective signatures.

MANATRON, INC.

By: Paul Sybert
(Signature)

Its: Chief Executive Officer
(Title)

Date: September 30, 2002

Witnessed: Barbara E. Brennan

By: Barbara E. Brennan

MONTGOMERY COUNTY, INDIANA

(Print or Type Name of Customer)

By: X Ken Coudret
(Signature)

Its: Commissioner
(Title)

Date: 9-23-02

By: X Cindy Edmiston (Cindy Edmiston)
(Signature)

Its: Commissioner
(Title)

Date: 9/23/02

By: X _____
(Signature)

Its: _____
(Title)

Date: _____

Witnessed: Nelda J. Hester Auditor

Date: 9-23-02

SIGNATURE PAGE

Master No. IN2002.054

Date: 9/12/2002 [Sales Rep.: M. Ramer]

HARDWARE SCHEDULE FOR MONTGOMERY COUNTY, INDIANA

Schedule No. IN2002.054.02 to the Master Agreement for Licensed Software, Hardware and Services.

This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2002.054 between Manatron, Inc. and the undersigned Customer (the "Agreement").

Equipment Description	QTY	Unit Price	Total Price	Office
OptiPlex GX280T, 2.40GHz, P4, 533FSB, 512K Cache	5	\$ 1,063.00	\$ 5,315.00	4 Treasurer 1 Auditor
-512MB, Non-ECC, 266MHz DDR, 1x512				
-No Monitor Selected				
-Integrated Video - Intel DVMT Video Card				
-20GB EIDE, 7200 RPM, ATA/100 Hard Drive				
-3.5 inch, 1.44MB, Floppy Drive				
-Windows 2000				
-Logitech USB, Optical, Wheel 2-button Mouse				
-Integrated Intel Gibabit NIC, 10/100/1000, with Alert Standards Format				
24X Max, CD-Rewriteable Drive				
-Integrated Sound Blaster Compatible AC97 Sound				
-Type 3 Contract - 3 year, Next Business Day				
-9 Outlet SurgeMaster Gold Series Surge Protector w/10' cord - included in PC price/not covered in 3 year warranty - Manufacturer's Warranty Only				
OptiPlex GX280T, 2.40GHz, P4, 533FSB, 512K Cache	8	\$ 1,192.00	\$ 9,536.00	3 Treasurer 5 Auditor
512MB, Non-ECC, 266MHz DDR, 1x512				
-No Monitor Selected				
-Integrated Video - Intel DVMT Video Card				
-20GB EIDE, 7200 RPM, ATA/100 Hard Drive				
-3.5 inch, 1.44MB, Floppy Drive				
-Windows 2000				
-Logitech USB, Optical, Wheel 2-button Mouse				
-Integrated Intel Gibabit NIC, 10/100/1000, with Alert Standards Format				
-24X Max, CD-Rewriteable Drive				
-Integrated Sound Blaster Compatible AC97 Sound				
-MS Office Small Business XP, CD w/Docs				
-Type 3 Contract - 3 year, Next Business Day				
-9 Outlet SurgeMaster Gold Series Surge Protector w/10' cord - included in PC price/not covered in 3 year warranty - Manufacturer's Warranty Only				
512MB PCF133 DIMM ML330 370 DL380 ML530	2	\$ 446.00	\$ 892.00	County
CT1810-B Cornea Flat 18.1 Monitor	13	\$ 627.00	\$ 8,151.00	Auditor
Kinston 64MB Memory Board for HP4000 and 8000 Series Printers	1	\$ 35.00	\$ 35.00	County
HP LaserJet 8150DN	1	\$ 3,464.00	\$ 3,464.00	Treasurer
HP 3year Next Day Warranty for HP8150	1	\$ 744.00	\$ 744.00	Treasurer
Metrologic MS951 Scanner w/Keyboard Wedge	3	\$ 299.00	\$ 897.00	County
18.2GB Pluggable Ultra 2, 10K Drive for ML 370	1	\$ 334.00	\$ 334.00	County
Total Hardware Fees:				\$ 29,368.00

All quoted fees for Hardware are valid for 60 days from the date of this Schedule.

CUSTOMER MAY BE REQUIRED TO PROVIDE ON-SITE ASSISTANCE VIA TELEPHONE FOR REMEDIAL HARDWARE AND/OR SOFTWARE MAINTENANCE.

TERM OF HARDWARE SCHEDULE: This Schedule shall expire upon the later of the (1) receipt and payment of the Hardware as specified above or (2) expiration of the Hardware warranty (if applicable).

HARDWARE PAYMENT TERMS: Manatron will invoice 100% Hardware total amount due and payable January 2003.

Master No. IN2002.054

Date: 9/12/2002 [Sales Rep.: M. Ramer]

THIRD-PARTY SOFTWARE SCHEDULE FOR MONTGOMERY COUNTY, INDIANA

Schedule No. IN2002.054.02 to the Master Agreement for Licensed Software, Hardware and Services.

This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2002.054 between Manatron, Inc. and the undersigned Customer (the "Agreement").

Software Description	QTY	Unit Price	Total Price	Office
Windows 2000 additional Client Access Licenses	7	\$ 36.00	\$ 252.00	Treasurer
PCAnywhere V10.5 (host & remote)	1	\$ 240.00	\$ 240.00	County
SQL Server 2000, Additional Clients	15	\$ 169.00	\$ 2,535.00	7 Treasurer/ 8 Auditor
Crystal Reports (Runtime)	15	Included in Application Software		7 Treasurer/ 8 Auditor
Total Third-Party Software Fees:				\$ 3,027.00

All quoted fees for Third-Party Software are valid for 60 days from the date of this Schedule.

TERM OF THIRD-PARTY SOFTWARE SCHEDULE: This Schedule shall expire upon the completion of the installation of the Third-Party Software and the payment of all fees as specified in this Schedule.

THIRD-PARTY SOFTWARE PAYMENT TERMS: Manatron shall invoice the total amount of Third-Party Software due and payable January 2003.

Master No. IN2002.054

Date: 9/12/2002 [Sales Rep.: M. Ramer]

SOFTWARE SCHEDULE FOR MONTGOMERY COUNTY, INDIANA

Schedule No. IN2002.054.02 to the Master Agreement for Licensed Software, Hardware and Services.

This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2002.054 between Manatron, Inc. and the undersigned Customer (the "Agreement").

Software Description	Model Number	QTY	Unit Price	Total Price	Office
MVP Tax / Full Users	MVP-TAX	11	\$ 5,000.00	\$ 55,000.00	7 Treasurer / 4 Auditor
MVP Tax / Inquiry Users	MVP-TAX	4	\$ 1,000.00	\$ 4,000.00	Auditor
MVP Tax includes Modules:					
- Billing Collections					
- Cashiering					
- Property Maintenance					
- Distribution with Settlement					
- Delinquency					
Total Software Fees:					\$ 59,000.00

TERM OF SOFTWARE SCHEDULE: This Schedule shall expire upon the completion of the installation of the Software and the payment of all fees as specified in this Schedule.

SOFTWARE PAYMENT TERMS: Manatron shall invoice \$11,500.00 of the Software due and payable January 2003, and invoice the balance of \$47,500.00 due and Payable January 2004.

Master No. IN2002.054

Date: 9/12/2002 [Sales Rep.: M. Ramer]

MAINTENANCE AND SUPPORT SERVICES SCHEDULE FOR MONTGOMERY COUNTY, INDIANA

Schedule No. IN2002.054.02 to the Master Agreement for Licensed Software, Hardware and Services.

This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2002.054 between Manatron, Inc. and the undersigned Customer (the "Agreement").

Hardware Product	Model Number	Unit Price	Annual Price	Office
Hardware detailed on Hardware Schedule carries the Manufacturer's Warranty only.		\$ -	\$ -	Treasurer / Auditor
Total Hardware Maintenance Fees:				\$ -

HARDWARE MAINTENANCE: Manatron will be the primary interface through direct communications with vendors, manufacturers and service providers of the Hardware. As part of first-level support, Manatron shall diagnose errors or problems reported by Customer. If the errors or problems are determined by Manatron to be related to the Hardware, Manatron shall contact the appropriate service to provide for the Hardware and to provide assistance in connection with the resolution of the error or problem.

HARDWARE MAINTENANCE PAYMENT TERMS: Hardware Maintenance Services shall be invoiced annually, in advance, commencing on the first day of the month next following the date of Hardware installation or the commencement of Hardware Maintenance Services; whichever is earlier. If Manatron utilizes a third-party equipment maintenance services provider, Manatron shall be entitled to change any price charged to Customer for Hardware maintenance services upon thirty (30) days prior (to the next invoicing cycle) written notice in order to pass through to the Customer any price increases or decreases which the Hardware maintenance services provider may from time to time make. Manatron shall be entitled to increase any price charged to Customer for Hardware maintenance services provided by Manatron upon thirty (30) days prior written notice to Customer, no more than once every twelve (12) month period under this Agreement.

CUSTOMER MAY BE REQUIRED TO PROVIDE ON-SITE ASSISTANCE VIA TELEPHONE FOR REMEDIAL HARDWARE AND/OR SOFTWARE MAINTENANCE.

DELAYED BILLING FEES: If Customer is billed on a monthly basis for Hardware Maintenance Fees, Customer shall pay Manatron an annual delayed billing fee equal to the greatest of 5% of the total Hardware Maintenance Fees or Three Hundred Dollars (\$300.00). The delayed billing fee may be paid in equal monthly installments.

MAINTENANCE AND SUPPORT SERVICES SCHEDULE FOR MONTGOMERY COUNTY, INDIANA

Schedule No. IN2002.054.02 to the Master Agreement for Licensed Software, Hardware and Services.

This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2002.054 between Manatron, Inc. and the undersigned Customer (the "Agreement").

Software Product	Model Number	Unit Price	Annual Price	Office
MVP Tax Full Users	MVPTAX-S	\$ 1,375.00	\$ 16,500.00	Treasurer/Auditor
MVP Tax Inquiry Users	MVPTAX-S	\$ 100.00	\$ 1,200.00	Auditor
Windows 2000, Additional Client Access Licenses	WIN2000-S	\$ 170.00	\$ 2,040.00	Treasurer
PCAnywhere V10.5, host & remote	PCANYWHERE-S	\$ 10.00	\$ 120.00	County
SQL Server 2000, Additional Clients	SQL-S	\$ 325.00	\$ 3,900.00	Treasurer/Auditor
Crystal Reports (Runtime)	CRYSTAL-S	\$ 80.00	\$ 960.00	Treasurer/Auditor
Total Software Support Services Fees:				\$ 24,720.00

SOFTWARE SUPPORT PAYMENT TERMS: Support fees are due and payable in advance of each annual term and subject to increases as defined in section 8.2 of the Master Agreement.

CUSTOMER MAY BE REQUIRED TO PROVIDE ON-SITE ASSISTANCE VIA TELEPHONE FOR REMEDIAL HARDWARE AND/OR SOFTWARE MAINTENANCE OR SUPPORT.

THIRD-PARTY SOFTWARE SUPPORT: Company will be the primary interface through direct communications with vendors, manufacturers and service providers of the Third-Party Software. As part of first-level support, Company shall diagnose errors or problems reported by Customer. If the errors or problems are determined by Company to be related to the Third-Party Software, Company shall contact the appropriate service to provide for the Third-Party Software and to provide assistance in connection with the resolution of the error or problem.

TERM OF SUPPORT SERVICES SCHEDULE: Support Services shall commence on the first of the month next following installation and shall continue for an initial period of thirty-six (36) months. This Schedule shall renew automatically for additional terms of twelve (12) months unless either party provides the other written notice of termination ninety (90) days prior to the expiration date of the initial term or any subsequent twelve-month term. If Support Services are discontinued by Customer or terminated for any period, and Customer desires to reinstate such services, Customer shall pay all annual support fees in arrears, in addition to the then-current annual support fee.

DELAYED BILLING FEES: If Customer is billed on a monthly basis for Software Support Services Fees, Customer shall pay Manatron an annual delayed billing fee equal to the greatest of 5% of the total Software Support Services or Three Hundred Dollars (\$300.00). The delayed billing fee may be paid in equal monthly installments.

Master No. IN2002.054

Date: 9/12/2002 [Sales Rep.: M. Ramer]

PROFESSIONAL SERVICES SCHEDULE FOR MONTGOMERY COUNTY, INDIANA

Schedule No. IN2002.054.02 to the Master Agreement for Licensed Software, Hardware and Services.

This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2002.054 between Manatron, Inc. and the undersigned Customer (the "Agreement").

GENERAL DESCRIPTION OF SERVICES	Model Number	Days/QTY	Unit Price	Total Price	Office	Estimated Completion Date
Hardware Installation / Set Up	INSHW	15	\$ 214.00	\$ 3,210.00	Treasurer/Auditor	TBD
Application Software Installation	INSAPP	1	\$ 1,000.00	\$ 1,000.00	Treasurer/Auditor	TBD
System Software Installation	INS3RD	1	\$ 1,000.00	\$ 1,000.00	Treasurer/Auditor	TBD
Network/Cabling	CBL	8	\$ 357.00	\$ 2,856.00	Auditor	TBD
Conversion - MVP Tax	CONV	1	\$ 5,000.00	\$ 5,000.00	Treasurer/Auditor	TBD
Total Professional Services Fees:					\$ 13,066.00	

TERM OF PROFESSIONAL SERVICES SCHEDULE:

PROFESSIONAL SERVICES PAYMENT TERMS: Professional Services fees are due and payable after Manatron performs such service in accordance with Manatron's invoice(s) that shall be sent to the Customer. Customer is responsible for all travel-related expenses associated with Manatron's consulting/training services.

DESCRIPTION	Model Number	Total Price	Days/QTY	Office
MVP Tax Training	TRNG	\$ 15,000.00	25	Treasurer/Auditor
Total Consultation/Training Services Fees:			\$ 15,000.00	

All Consultation/Training Services Fees are quoted at the current rate and are subject to increase without notice.

TERM OF SUPPORT SERVICES SCHEDULE:

CONSULTATION/TRAINING SERVICES PAYMENT TERMS: Consultation/Training services fees are due and payable after Manatron performs such service in accordance with Manatron's invoice(s) that shall be sent to the Customer. Customer is responsible for all travel-related expenses associated with Manatron's consulting/training services.

ADDITIONAL CONSULTATION/SUPPORT SERVICES PAYMENT TERMS: Manatron shall provide training to Customer for the Application Software in the amounts identified above. Any additional training days requested by Customer shall be billed, as used, at the rate in effect at the time of service. Customer is responsible for all travel-related expenses associated with Manatron's consulting/training services.

GENERAL PROVISIONS:

- (1) Customer shall provide a suitable room or space where training can be conducted in an uninterrupted manner;
- (2) All Customer personnel to be trained should have adequate job coverage to ensure uninterrupted training sessions;
- (3) Up to six hours of training are included in a "full day" of training;
- (4) Customer acknowledges the importance of receiving the training provided herein and shall use all commercially reasonable efforts to ensure that said training is fully completed; and
- (5) Manatron recommends one (1) person per PC/Terminal.

Master No. IN2002.054

Date: 9/12/2002 [Sales Rep.: M. Ramer]

SUMMARY SCHEDULE FOR MONTGOMERY COUNTY, INDIANA

ONE TIME FEES	
	Total Price
HARDWARE	\$ 29,368.00
THIRD-PARTY SOFTWARE	\$ 3,027.00
SOFTWARE	\$ 59,000.00
PROFESSIONAL SERVICES (Billed as Used)	\$ 13,066.00
CONSULTATION/TRAINING SERVICES	\$ 15,000.00
TOTAL CONVERSION SOFTWARE FEES	\$ -
Total One Time Fees:	\$ 119,461.00

ONGOING FEES	
	Total Price
HARDWARE MAINTENANCE SERVICES	\$ -
SOFTWARE SUPPORT SERVICES	\$ 24,720.00
TOTAL HOSTING FEES	\$ -
Total Ongoing Fees:	\$ 24,720.00

Master No. IN2002.054

Date: 9/12/2002 [Sales Rep.: M. Ramer]